

RESOLUTION NO. 81-172

RESOLUTION APPROVING AMENDMENT NO. 3 TO THE
JOINT POWERS AGREEMENT

RESOLVED that the City Council of the City of Lodi does hereby approve Amendment No. 3 to the Joint Powers Agreement, Northern California Power Agency; a copy of which is attached hereto and thereby made a part hereof.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the subject agreement amendment on behalf of the City of Lodi.

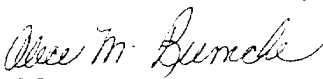
Dated: December 9, 1981

I hereby certify that Resolution No. 81-172 was passed and adopted by the City Council of the City of Lodi in an adjourned regular meeting held December 9, 1981 by the following vote:

Ayes: Councilmen - Murphy, Hughes, Pinkerton, Katnich
and McCarty

Noes: Councilmen - None

Absent: Councilmen - None


ALICE M. REIMCHE
City Clerk

AMENDMENT NO. THREE TO "NORTHERN CALIFORNIA
POWER AGENCY JOINT POWERS AGREEMENT" REVISED AS
OF APRIL 1, 1973

This agreement by and among the undersigned Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara and Ukiah, as members of Northern California Power Agency, and Plumas-Sierra Rural Electric Cooperative, as associate member

WITNESSETH: that

WHEREAS, the parties hereto have heretofore entered an agreement pursuant to Government Code Section 6500 et seq. to create and empower a joint powers agency to be known as Northern California Power Agency, which agreement was first made the 19th day of July, 1968, and revised as of the 1st day of April, 1973, and thereafter twice amended effective December 7, 1977, and April 28, 1978, which agreement as amended is herein referred to as the Joint Powers Agreement; and

WHEREAS, the parties desire to amend the Joint Powers Agreement in various respects, now therefore the parties hereto agree as follows:

1. Section 2 of Article II of the Joint Powers Agreement is amended to read:
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"2. Each signatory shall appoint its designated representative to the Commission, and said representatives shall:

(a) Elect a chairman, a vice-chairman, and a secretary, and such other officers as the Commission shall find appropriate, to serve the Commission at its pleasure or for such term as may be provided by Commission rule.

(b) Establish an Executive Committee, and such other committees as they shall find appropriate. The Executive Committee may exercise any power of the Commission delegated to it by by-laws adopted by the Commission.

(c) Provide general directives for the work of such committees.

(d) Take appropriate measures to meet the financial requirements of NCPA, by assessments and other contributions, as hereinafter provided for, and make other provisions as they shall find appropriate for the work of the Commission."

2. Section 3 of Article II of the Joint Powers Agreement is amended to read:

"3. The Chairman of NCPA shall preside at meetings of the Commission and perform such other duties as the Commission shall instruct. The duties

of the Vice-Chairman and the Secretary shall be the usual and customary duties of such officers."

3. Section 4 of Article II of the Joint Powers Agreement is amended to read:

"4. The Treasurer of this Agency shall be the Treasurer of the City of Palo Alto, until and unless this Agency shall establish its headquarters in Sacramento County, California, and if and when it shall do so the Treasurer of this Agency shall be the Treasurer of the City of Roseville. The Auditor or Controller or other chief financial officer of the City whose treasurer is the Treasurer of this Agency shall be the Controller of this Agency. In lieu of the foregoing designations, the Commission may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. In any case, the Treasurer and Controller of the Agency shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code."

4. Section 4.5 of Article II of the Joint Powers Agreement is amended to read:

"4.5. The Treasurer of the Agency shall be the depository and have custody of all the money of the

Agency from whatever source. The Controller of the Agency shall draw warrants to pay demands against the Agency when the demands have been approved by the Commission or by the General Manager or the Assistant General Manager pursuant to a delegations of authority therefor adopted by the Commission. The Treasurer and Controller shall comply strictly with the provisions of the statutes relating to their duties found in Chapter 5, Division 7, Title 1 of the Government Code, beginning with Section 6500. The Controller and the Treasurer shall each file an official bond in the amount determined from time to time by the Commission."

5. Section 4.6 is added to Article II of the Joint Powers Agreement to read:

"4.6. The Commission shall appoint a General Manager, and may appoint one or more Assistant General Managers, to serve at the pleasure of the Commission. The General Manager shall have charge of, handle, or have access to any property of this agency, and shall furnish bond in an amount to be fixed by the Commission."

6. The third sentence of section 5 of Article II of the Joint Powers Agreement is amended to read: "In addition, each party to this Agreement shall designate one or more alternates, who shall have the power to vote in the

place and stead of the designated representative, in his absence."

7. In Article IV, section 3, paragraph (a), of the Joint Powers Agreement, the words "Federal Power Commission" are changed to be "Federal Energy Regulatory Commission".

8. The second sentence of section 7 of Article IV of said Joint Powers Agreement is amended to read: "Associate members shall not be entitled to voting representation on the Commission, and shall not be considered to be a party to this Agreement within the meaning of the Joint Exercise of Powers provisions of the Government Code, Section 6500 et seq.; they shall, however, be entitled to receive advance notices of and to attend all regular and special meetings of the Commission, and shall pay such portions of the costs of the Agency's operations, as may be established in the membership Agreement between the Agency and the associate member."

9. In section 3 of Article V of the Joint Powers Agreement the words "workmen's compensation" are changed to "workers' compensation".

10. In section 1 of Article VI of the Joint Powers Agreement, delete the words "Dow Chemical,".

11. The first sentence of section 2 of Article VI of the Joint Powers Agreement is amended to read:

"It is intended to finance all or a portion of the geothermal project by the formation of a nonprofit corporation to issue bonds or other evidences of indebtedness on behalf of NCPA."

12. Except as amended by this Agreement, the Joint Powers Agreement heretofore existing remains in full force and effect.

13. When executed by all parties this Agreement shall become effective as of January 1, 1982.

CITY OF ALAMEDA

Dated: _____ By _____
and _____

CITY OF BIGGS

Dated: _____ By _____
and _____

CITY OF GRIDLEY

Dated: _____ By _____
and _____

CITY OF HEALDSBURG

Dated: _____ By _____
and _____

James A. McCarty
CITY OF LODI

By James A. McCarty, Mayor
and Alice M. Reimche, City Clerk

Dated: _____

CITY OF LOMPOC

By _____
and _____

Dated: _____

CITY OF PALO ALTO

By _____
and _____

Dated: _____

CITY OF REDDING

By _____
and _____

Dated: _____

CITY OF ROSEVILLE

By _____
and _____

Dated: _____

CITY OF SANTA CLARA

By _____
and _____

Dated: _____

CITY OF UKIAH

By _____

Dated: _____

and _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By _____

Dated: _____

and _____